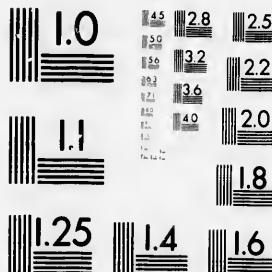
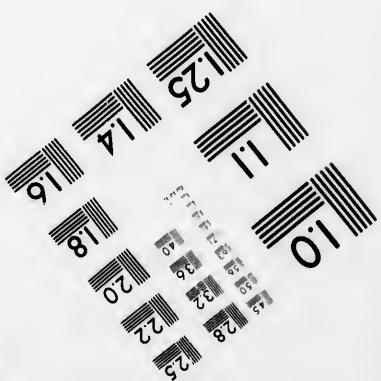
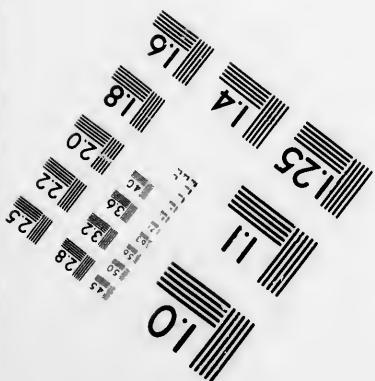


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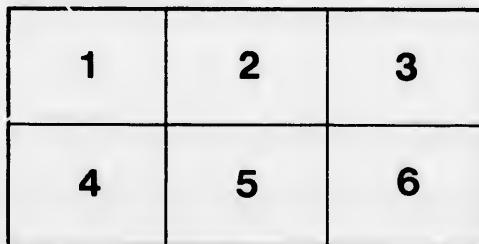
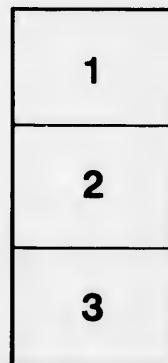
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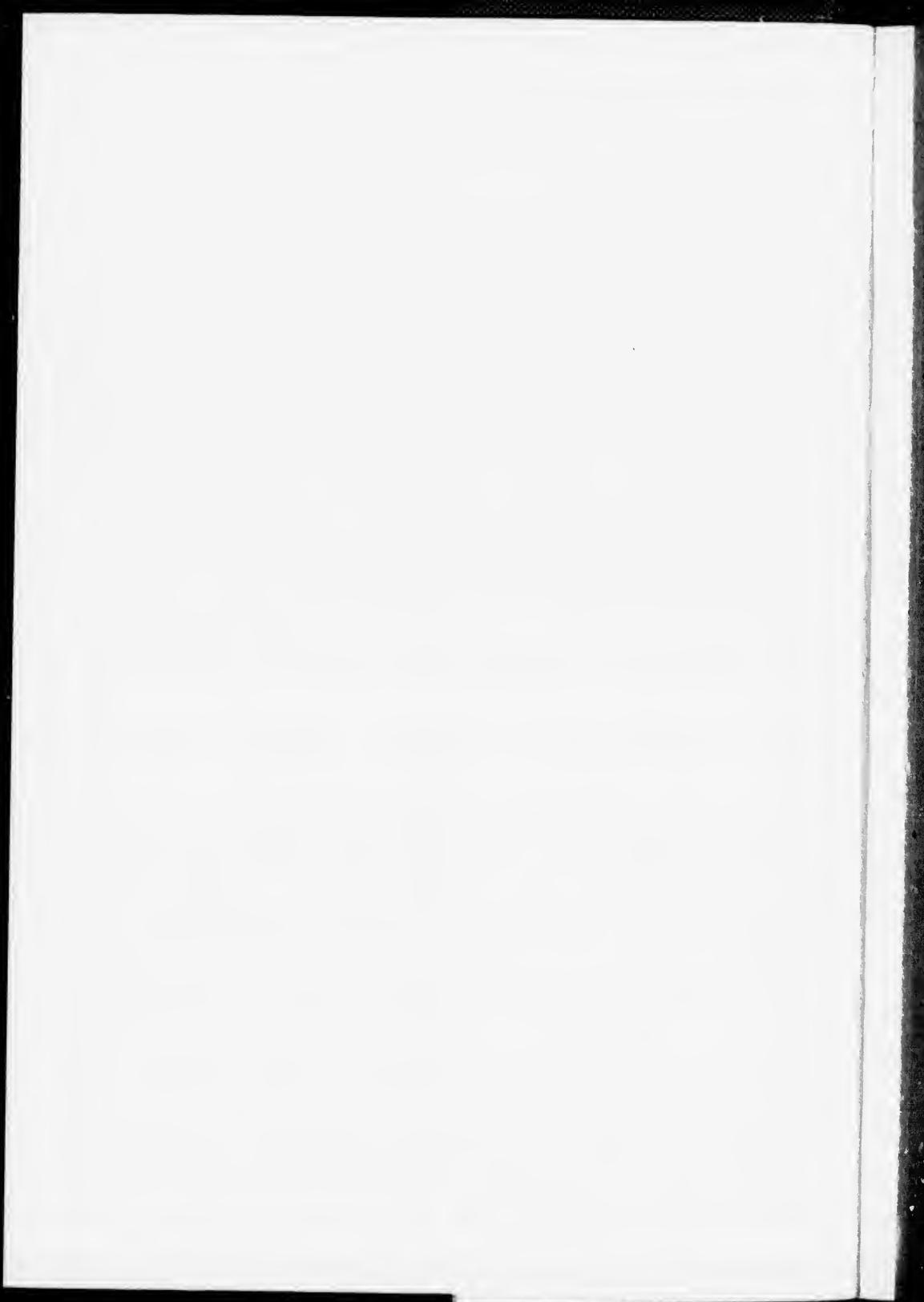
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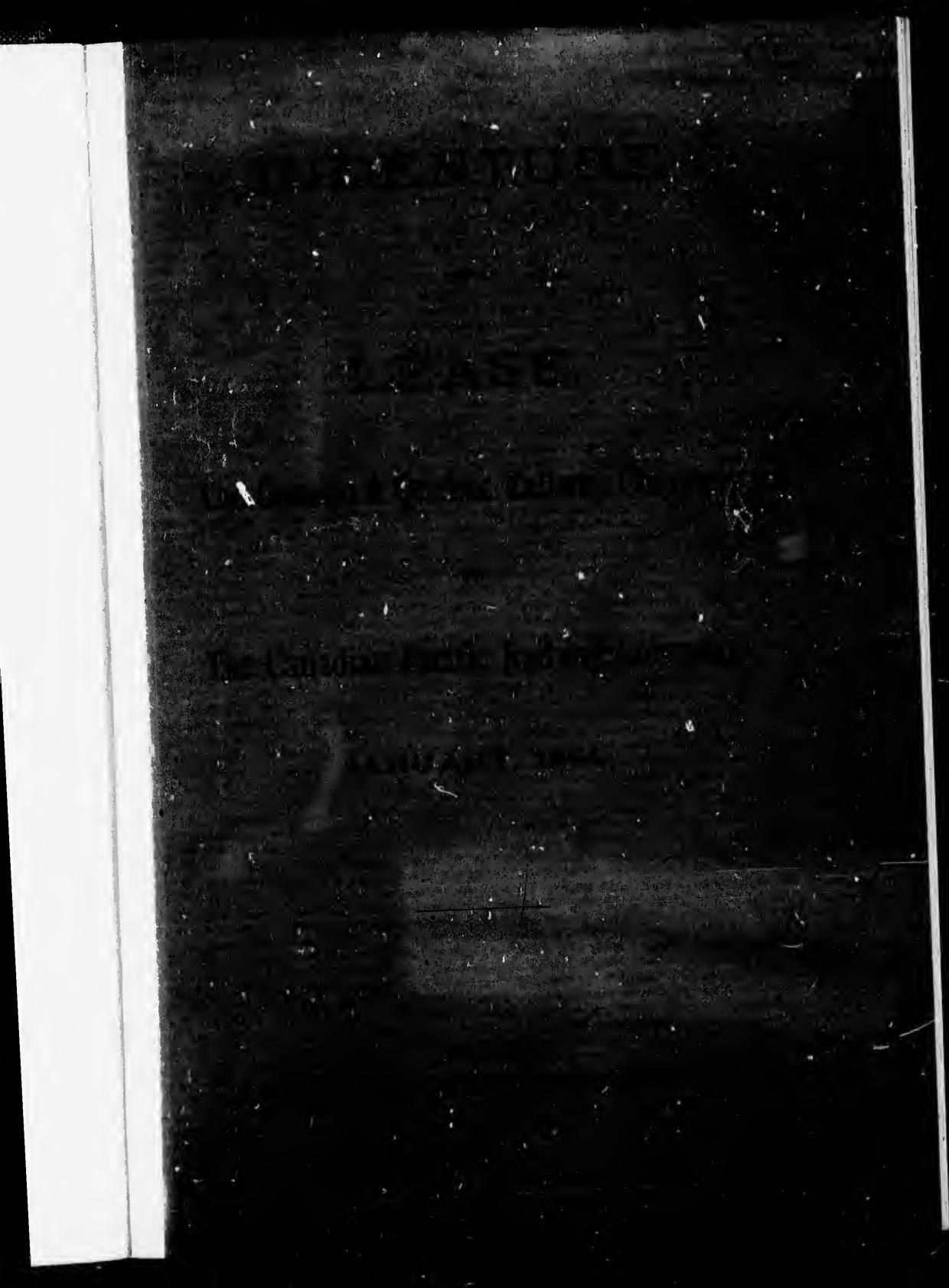
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INDENTURE

OF

LEASE.

The Ontario & Quebec Railway Company

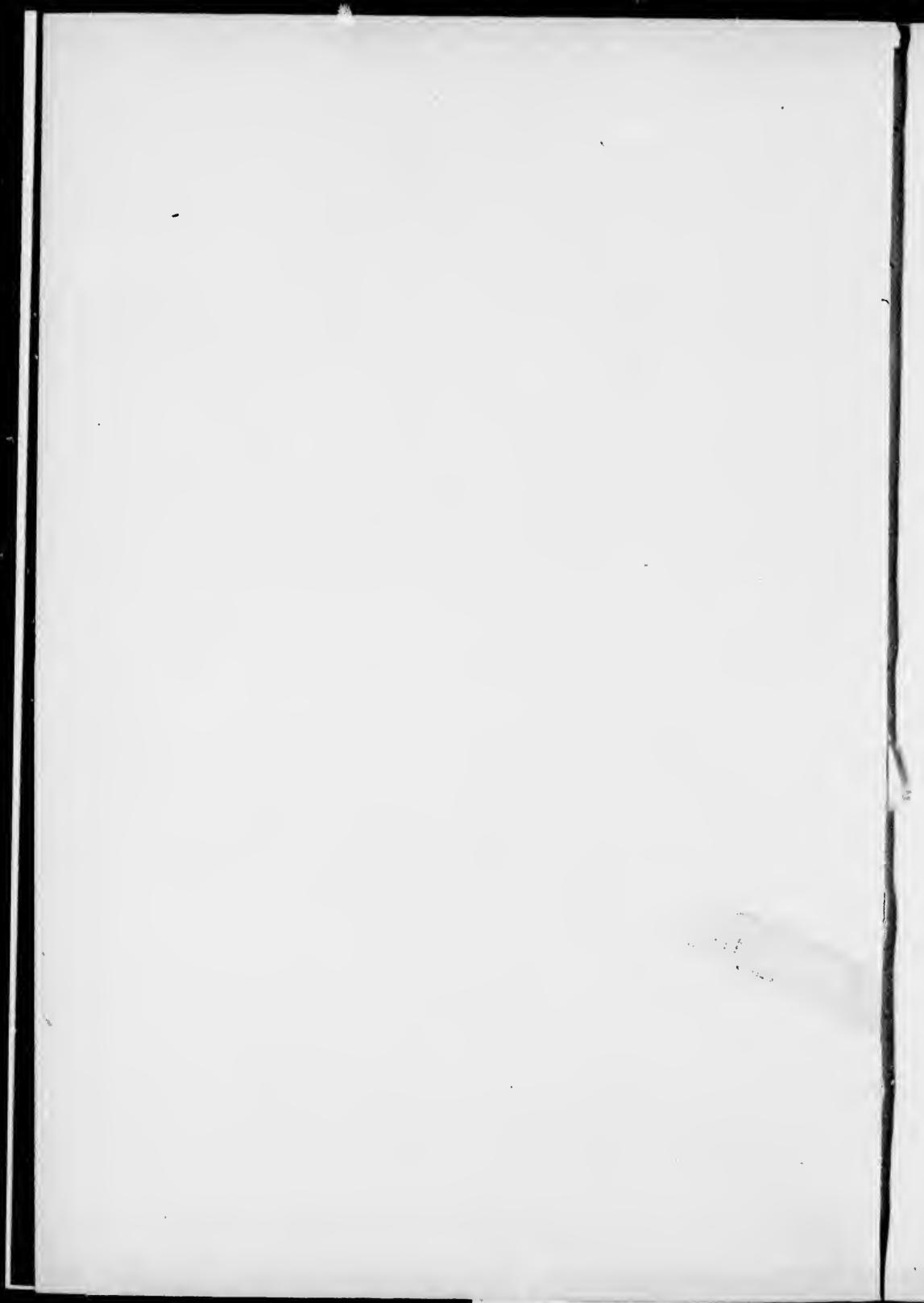
TO

The Canadian Pacific Railway Company.

JANUARY, 1884.

MONTREAL:

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This Indenture made between THE ONTARIO AND QUEBEC RAILWAY COMPANY, a body corporate and politic, herein represented and acting by EDMUND B. OSLER, Esquire, the President thereof, and HARRY W. NANTON, Esquire, the Secretary thereof, hereinafter called the Lessors ; and the CANADIAN PACIFIC RAILWAY COMPANY, a body corporate and politic, herein represented and acting by GEORGE STEPHEN, Esquire, the President thereof, and CHARLES DRINKWATER, Esquire, the Secretary thereof, hereinafter called the Lessees :

Whereas by an Act of the Parliament of the Dominion of Canada, duly made and passed in the forty-sixth year of Her Majesty's reign and chaptered 58, the Ontario and Quebec Railway Company are authorized and empowered to contract and agree with the Credit Valley Railway Company, the Toronto Grey and Bruce Railway Company, and the Atlantic and North-West Railway Company, or any of them, for an amalgamation with them, or any of them, or for the acquisition of their lines of railway, or any of them, and with the Canadian Pacific Railway Company, for the acquisition of such part of their railway as may be available to establish early and advantageous through connection between Toronto and Ottawa and Montreal ; the terms of such amalgamation or acquisition to be approved of by two-thirds of the shareholders of the Company, present in person or represented by proxy at a special general meeting to be held for that purpose ;

And Whereas by a certain other Act passed in the said session of the said Parliament, entitled "An Act respecting the Canadian Pacific Railway Company," the Lessees were authorized and empowered to lease from the Credit Valley Railway Company, the Ontario and Quebec Railway Company, and the Atlantic and North-West Railway Company, the railways of the two first-mentioned companies, and such portion of the railway of the said Atlantic and North-West Railway Company as

should be required to complete a through route from Montreal, and from a point on the south bank of the St. Lawrence River near Montreal, to the western terminus of the Credit Valley Railway; which lease it was thereby provided might be made and accepted by the Canadian Pacific Railway Company either before or after any amalgamation of the said lines of railway;

And Whereas by the said last-mentioned Act it was further provided that such lease should be so made to the Lessees in perpetuity, for a rental payable semi-annually, such rental to be paid either by the assumption, or by the guarantee and payment, of the interest, dividends or coupons, upon the securities issued, or to be issued, by the said Railway Companies, or any of them, either before or after amalgamation; or by payment of the interest on such capital sum as should be agreed upon between the said parties, or partly in one, and partly in the other of such modes. And the Lesses were by the said last-mentioned Act, also authorized and empowered to guarantee the payment of the principal of such securities, subject to provisions for repayment, and to execute a formal guarantee of the interest or dividends upon such securities, or of the principal thereof, or of both, as the case might be, by any lawful deed, agreement or instrument.

And Whereas it was thereby further provided that none of the powers conferred upon the Canadian Pacific Railway Company and the Ontario and Quebec Railway Company by the said last-mentioned Act, should be exercised, until they should have been authorised by the shareholders of each of the said Companies, by a vote of two-thirds in amount of such shareholders, present or represented at special general meetings thereof respectively, duly called for the purpose of conferring such authority:

And Whereas by divers indentures and agreements hereinafter more particularly referred to, the Credit Valley Railway Company has leased the London Junction Rail-

way, and has amalgamated with the Ontario and Quebec Railway Company: the Ontario and Quebec Railway Company has leased the Toronto, Grey and Bruce Railway, and has acquired portions of the Canadian Pacific Railway way, and of the Atlantic and North-West Railway, by means of which the said Ontario and Quebec Railway Company have consolidated the said lines, and portions of lines, of railway, in such manner as to organize and establish under its charter and corporate powers, a through line of railway from Montreal, and from a point on the South bank of the St. Lawrence River near Montreal, to the western terminus of the Credit Valley Railway.

And Whereas at a special general meeting of the shareholders of the Lessors duly called and held at Toronto aforesaid, on the twenty-eighth day of December, 1883, and at an adjourned meeting thereof, duly held on the 3rd day of January, 1884, at each of which meetings were present more than two-thirds in amount of the whole of the shareholders of the Lessors, it was resolved unanimously that the Lessors should lease to the Lessees the said consolidated railway line, upon such terms and conditions as should be determined between the parties.

And Whereas at a special general meeting of the shareholders of the Lessees, duly called and held at Montreal aforesaid, on the Fifth day of November last past, at which were present more than two-thirds in amount of the whole of the shareholders of the Lessees, it was resolved unanimously that the Lessees should lease from the Lessors the said Consolidated Railway line, upon such terms and conditions as should be determined between the parties; which special general meeting was adjourned to the Nineteenth day of November last past, and from thence was duly adjourned to the twenty-sixth day of November last past: at each of which adjourned meetings there were present more than two-thirds in amount of the whole of the shareholders of the Lessees; and at the said special

general meeting of the shareholders of the Lessors, and at the said last-mentioned adjournoed meeting of the shareholders of the Lessees, the terms and conditions of the said proposed lease, as embodied in a draft indenture of lease laid before the said meetings respectively, were duly considered, and were unanimously approved of by the said shareholders respectively, and an indenture of lease in conformity with the said draft was then and there ordered to be executed and accepted by the executive officers of both Companies; and these presents have been made in conformity with the said draft indenture:

Now Therefore this Indenture Witnesseth:

1. The Lessors hereby demise and lease to the Lessees, the consolidated Railway of the Lessors, as now existing and held by the Lessors under divers indentures, extending from the Eastern termini thereof; namely, the City of Montreal; a point of junction with the Railway of the Lessees near Mile End in the Parish of Hochelaga; and a point on the south side of the River St. Lawrence forming the Southern terminus of the proposed Railway bridge over the River St. Lawrence between the City of Montreal and the village of Lachine, and the approaches thereto on the south side of the said River; to the Western terminus thereof, to wit, the Town of St. Thomas, in the Province of Ontario; as the said consolidated line of Railway is now partially completed and in use by the Lessors between the village of Smith's Falls, in the said Province of Ontario, and the said town of St. Thomas; together with the portions thereof lying to the east of the said village of Smith's Falls, now projected, located or constructed, or in course of construction, including the said bridge over the said River St. Lawrence. And for more particular designation of the consolidated line of railway hereby leased, it is hereby declared to be composed of:—

(a.) The Railway and bridge, with the projected terminus in the City of Montreal, of the Atlantic and North-

west Railway Company, acquired by the Lessors under and by virtue of an indenture of sale thereof, made and executed by and between the Lessors and the said Atlantic and North-West Railway Company, with the authority of their respective shareholders, bearing date the third day of December, 1883.

(b.) That portion of the Railway of the Lessors, which they were and are authorised to build by their Act of Incorporation and the Acts amending the same, extending from the point of junction with the Railway of the Atlantic and North-West Railway Company hereinbefore described, to the village of Smith's Falls in the said Province of Ontario.

(c.) That portion of Railway, heretofore forming part of the Canadian Pacific Railway, extending from the said village of Smith Falls to the Town of Perth, in the said Province of Ontario, acquired by the Lessors under and by virtue of an indenture of sale thereof from the Lessees to the Lessors, executed under the authority of the shareholders of the Lessors and Lessees, respectively, and bearing date the third day of December, 1883.

(d.) That portion of the Railway of the Lessors constructed by them under their Act of Incorporation, extending from the said Town of Perth to the City of Toronto, in the Province of Ontario.

(e.) That certain railway, heretofore called and known as the Credit Valley Railway, extending from the said City of Toronto to the Town of St. Thomas in the said Province of Ontario, together with all the branches thereof; which said last-mentioned railway and branches became part of the said consolidated Railway of the Lessors, under and by virtue of an indenture of amalgamation between the Lessors and the Credit Valley Railway Company, executed under the authority of the shareholders of the Lessors and of the said last-mentioned Company, res-

pectively, and bearing date the thirtieth day of November, 1883.

2. To have and to hold the said consolidated railway, to the Lessees in perpetuity, together with all the stations, station-grounds, freight-houses, shops, engine-houses, water-tanks, sidings, turntables, water and water-rights, and all other buildings and structures whatsoever belonging to the said Lessors, and constructed, created, acquired or used for the purposes of the said consolidated railway, together also with all cars, locomotives, materials, plant and machinery now held or owned by the said consolidated railway, and together also with all lines of railway now leased, held or controlled by the Lessors, with their rolling stock, plant, and appurtenances ; and specially the following railway lines held under lease by the Lessors as standing in the rights of the said Credit Valley Railway Company, and of the Ontario and Quebec Railway Company before consolidation, viz :—

(a.) The Toronto, Grey and Bruce Railway, as the same was leased for 999 years, and is described in and by a certain indenture of lease executed by the Toronto, Grey and Bruce Railway Company to and in favour of the said Ontario and Quebec Railway Company, dated the twenty-sixth day of July, 1883.

(b.) Also the London Junction Railway, as the same was leased for 999 years, and is described in that certain indenture of lease made and executed by the London Junction Railway Company to and in favour of the said Credit Valley Railway Company, bearing date the nineteenth day of November, 1883.

2. And the Lessors covenant and agree with the Lessees, to proceed forthwith with the completion of their railway from the said Town of Smith's Falls, to a point of junction with the railway acquired by the Lessors from the Atlantic and North-West Railway Company near Montreal ; such

construction to be effected either by contract or by day labour, or both, as shall hereafter be agreed upon between the parties hereto. That the said portion of the said railway shall be constructed and completed in an efficient and workmanlike manner, of a standard of quality of work and materials in all respects equal to the average of the railway of the Lessors, lying between the said City of Toronto and the said Town of Perth. And the Lessees shall have the right of supervising the work of construction thereof, and shall have the right to appoint a superintendent of construction, whose duty it shall be to examine and supervise such construction, and to cause the said portion of railway to be built of the standard of quality herein agreed to; in default whereof, and upon the report of such superintendent to that effect, the Lessees shall have a right to take such proceedings as may be advised by counsel learned in the law, to enforce the fulfilment of the conditions of these presents in respect of the standard of the said work and materials, and to have the same raised to the standard hereby fixed.

3. The Lessees hereby declare that they have taken communication of the said indenture of sale, made between the Atlantic and North-West Railway Company and the Lessors, and of all the conditions and considerations therein mentioned; and they are content and satisfied therewith. And the Lessors hereby covenant and agree to and with the Lessees, that they, the Lessors, will cause the said agreement with the said Atlantic and North-West Railway Company to be carried out in its entirety; and hereby undertake and guarantee with and to the Lessees, that they, the Lessors, will cause the said portion of the said Atlantic and North-West Railway to be constructed under the said indenture of sale, of a standard equal in quality to the average standard of the work and materials of the portion of the railway of the Lessors lying between Toronto aforesaid and Perth aforesaid; and will also cause the said

bridge over the said River St. Lawrence to be constructed of the best materials and workmanship, fitted and built in the most workmanlike and effective manner; the bridge to be of iron or steel, and all piers and abutments of first-class heavy masonry; the whole, according to plans and specifications, to be agreed upon between the Lessors and Lessees, subject in case of dispute to the decision of the engineer of the Lessees, whose determination thereon shall be final.

4. The portions of the said consolidated line of the Lessors which heretofore constituted the Credit Valley Railway, with its branches and extension, and that part of the heretofore Ontario and Quebec Railway lying between the City of Toronto and the Village of Smith's Falls, together with the said Toronto, Grey and Bruce Railway, shall be delivered to the Lessees on or before the first day of June next, with all the appurtenances thereof, plant, materials, rolling-stock and supplies, of every kind then on hand. And as to the remaining portions of the said consolidated line, the same shall be delivered in sections as follows, viz:

The London Junction Railway as one section.

The portion of the heretofore Ontario and Quebec Railway lying between the Village of Smith's Falls and the junction with the portion of the Atlantic and North-West Railway hereby leased, as another section.

The portion of the Atlantic and North-West Railway hereby leased, excepting the bridge, as another section.

The bridge of the Atlantic and North-West Railway as another section.

And the delivery of the said sections shall be so made as the same are completed respectively, according to the terms and conditions of these presents, and according to the existing agreements respecting the same, between the Lessors and the several Companies from whom the said sections were acquired.

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1. The present lease is thus made for and in consideration of a rental to be composed and paid as follows, viz:—

(a). The interest at the rate of five per cent per annum upon the debenture stock of the Lessors, which shall be issued by them in conformity with the said Indenture of amalgamation with the Credit Valley Railway Company.

(b). The interest at the rate of five per cent per annum upon the debenture stock which the Lessors shall issue in respect of the acquisition, construction and completion of the said line of the Atlantic and North West Railway Company, between the several points hereinbefore described; together with the said bridge over the River St. Lawrence.

(c). In the event of the Atlantic and North West Railway Company issuing and floating bonds as a means of constructing its railway, terminus and bridge, then and in that case, and in lieu of the interest on debenture stock mentioned in the last preceding sub-section, the interest upon such bonds shall form part of such rental, payable in manner and form, and at the times, fixed by the terms of such bonds; provided always that such bonds do not exceed in the aggregate, the cost of the said railway, terminus and bridge, computed and established as provided by the said last-mentioned indenture.

(d). The interest, at the rate of five per cent per annum, on the debenture stock of the Lessors to the extent of three hundred thousand dollars, to be issued in payment of the purchase-money of that portion of the line of railway of the Lessees, extending from the said Village of Smith's Falls to the said Town of Perth, under and by virtue of the indenture of sale thereof hereinbefore mentioned.

(e). The interest at the rate of five per cent per annum upon the debenture stock of the Lessors, amounting to five million dollars, issued or to be issued, by the Lessors for

the cost of construction and equipment of their Railway from the city of Toronto to the town of Perth.

(f). The interest at the rate of five per cent per annum upon the debenture stock of the Lessors, to be issued for the cost of construction and equipment of the extension of the line of the Lessors from the said Village of Smith's Falls to a point of junction with the portion of the Atlantic and North-west Railway acquired by the Lessors, as hereinbefore stated.

(g). The rental by the Lessors agreed to be paid to the Toronto, Grey and Bruce Railway Company, under and by virtue of an indenture of lease executed by the said last named Company to the Lessors, bearing date the twenty-sixth day of July last.

(h). The interest payable to the bondholders of the London Junction Railway Company upon the bonds of the last-named Company, amounting to three hundred and five thousand dollars, at the rate of six per cent. per annum, in manner and form, and at the times stipulated in the said indenture of lease of the said London Junction Railway to the said Credit Valley Railway Company, hereinbefore mentioned.

(i). The interest at the rate of six per cent per annum upon the sum of two millions dollars, being the amount of the common stock of the Lessors, duly issued and paid up in full.

6. The said rental shall commence to run, accrue and become due as follows viz: upon the portion of the consolidated line of the Lessors, heretofore composed of the Credit Valley Railway and the portion of the Ontario and Quebec Railway, lying between the City of Toronto and the Village of Smith's Falls, together with the said leased line, the Toronto, Grey and Bruce Railway, the rental shall commence to run, accrue, and become due from the first day of June next. But if delivery of the said portions of

the said consolidated line, complete and in running order, be not made to the Lessees on or before the said last-mentioned day, then the said rental shall commence to run, accrue, and become due from and after the day, on which such delivery thereof in the said condition shall be made to the Lessees. And as to the rental of the remainder of the said consolidated line, the rental of each of the said sections thereof hereinbefore described, shall commence to run, accrue, and become due upon and from the day, on which delivery of such section shall be made to the Lessees, complete and in running order, to their satisfaction.

7. And in the event of the bonds of the London Junction Railway Company, or of the Atlantic and North-West Railway Company, if issued, maturing and becoming due and payable, the Lessors hereby agree and undertake to redeem the capital of the said bonds, or any of them, which shall become exigible; and for that purpose, will issue a further amount of debenture stock covering the amount of the capital of the said bonds, or of any of them, which the said Lessors shall become obliged to pay; and thereupon, as a further portion of the rental so hereby agreed to, the Lessees shall pay interest upon the said debenture stock at the rate of five per cent per annum, in the place and stead of interest on the bonds of the said last-mentioned Companies respectively, as hereinbefore agreed.

8. The rental or interest hereinbefore agreed to be paid by the Lessees to the various Companies, bondholders and stockholders, respectively, hereinbefore mentioned, shall be so paid half-yearly; the interest upon the said debenture stock and upon the said common stock of the Lessors, to be so paid on the first days of June and December in each year, respectively, at the Bank of Montreal, in the City of Montreal, in the Province of Quebec; and the interest upon the bonds of the London Junction Railway Company and of the Atlantic and North-West Railway

Company (if any bonds of the latter Company shall be issued), shall be payable at the said Bank of Montreal, in Montreal, on the days mentioned in the bonds of the said Companies, respectively.

9. To avoid expense and circuity, the Lessees have agreed to pay, and they do hereby covenant, bind and oblige themselves to pay, the said rental, direct to the holders of the said debenture stock, common stock, and bonds, respectively, in proportion to the amount of such stock or bonds such holders may possess; and the Lessees, upon the request of the Lessors, will make and execute an undertaking or certificate to be endorsed upon, or appended to the said debenture stock and bonds respectively, declaring the obligation of the Lessees to pay the said interest, and covenanting and agreeing with the holders thereof, as they do hereby covenant and agree, to pay such rental direct to the holders of such debenture stock and bonds, respectively, as interest thereon; and consenting and agreeing, as they do hereby consent and agree, that they shall be held liable directly to the holders of such stock or bonds, respectively, for the payment of such rental or interest.

10. If, in the course of the financial arrangements of the Lessors for the purpose of raising the money required for the various purposes of construction and equipment, or of redemption of bonds, referred to herein and in the said several indentures, it should be found more advantageous to the Lessors to issue, and they should determine to issue, their mortgage bonds in the place and stead of the debenture stock contemplated by the terms hereof, but not exceeding in amount or rate of interest, the debenture stock, the interest upon which is payable by the terms hereof, as part of the rental of the said consolidated line of Railway; then, and in that case, the interest, which it is stipulated shall be paid by the Lessees as such rental or interest, shall be so paid as interest upon such bonds,

instead of as interest upon such debenture stock. And in that case, the Lessors shall make the interest coupons upon such bonds payable half-yearly, at the dates and place hereinbefore fixed for the payment of the interest upon the said debenture stock; and the Lessees shall be bound to pay the said interest coupons at the said times, respectively, and at the said place, as they have hereinbefore agreed and covenanted to pay the interest on the said debenture stock. And in like manner, the interest upon the said bonds shall be payable to the holders of such bonds; and the Lessees hereby covenant and agree to and with such holders, that they will pay the said interest to them direct, and will make and execute a certificate upon each of such bonds containing the said covenant, and will in all respects deal with the said bonds, and with the interest thereon, *mutatis mutandis*, as they have hereinbefore agreed and bound themselves to deal with the said debenture stock, and with the interest thereon.

11. During the continuance of the present lease, the Lessees shall have the right to enjoy all the franchises and powers of the Lessors, in respect of the running of the said Railway, and of each and every part thereof. And shall also be entitled to exercise and enjoy the franchises and powers of the Lessors, in respect of the acquisition of increased areas of land for station-grounds, right of way, protection against snow, sidings and other purposes. And they are hereby authorised by the Lessors to take all legal proceedings that may be necessary in the exercise of the said franchises and powers, and for that purpose to use the name of the Lessors and of the officers thereof: which officers are hereby authorised and required, upon the demand of the Lessees, to append their signatures, and to affix the seal of the said Lessors, to any document or instrument that may be necessary or useful, in the exercise or use of the said franchises.

12. The Lessees covenant to and with the Lessors, that

they, the Lessees, will efficiently work, maintain, and keep in good order and repair, the said Railway and the rolling stock and appurtenances thereof, and all the property hereby demised, and will at the expiry of the present lease, yield up the same or other rolling stock and equipments of equal value, to the Lessors, in like good order and condition.

13. The Lessors covenant to and with the Lessees, that they, the Lessees shall have peaceable and undisturbed possession of the Railway and other the premises hereby demised and leased; and that upon notice of any breach, trouble, or disturbance, they will at their own cost and charges defend the title of the Lessors: in default whereof these presents shall cease and be void at the option of the Lessors.

14. The Lessors agree that they will, at the request of the Lessees, affix the name and seal of the Lessors, and do all acts, matters, and things, as and when necessary, for the convenient, efficient and effectual working of the Railway, and for carrying out and giving effect to the lease hereby made. And they further agree that the Lessees shall have the right to make and enforce such lawful Rules, Regulations and Bylaws touching or concerning the running and operation of the said Railway, as shall be required for the efficient and advantageous administration, management and operation thereof, and for the preservation of order thereon; and as the Lessors are authorized to make, under and by virtue of their charter, and of the Consolidated Railway Act of 1879 and the amendments thereof; and shall also have the right to fix and regulate, and from time to time amend and alter, the tariff of rates and tolls to be exacted for the carriage of freight and passengers over the said consolidated line and leased lines. And in the event of the Lessees deeming it expedient that such By-laws, Rules and Regulations, or such tariff, or both, should be made by the

Lessors, they, the Lessors, hereby covenant and agree to make and pass such By-laws, Rules and Regulations, or tariff, or both, as shall reasonably be required of them by the Lessees. But such By-laws, Rules and Regulations and such tariff, by whomsoever made and passed, shall be subject to the provisions of the Consolidated Railway Act of 1879 and the amendments thereof, and of any general Railway Act of the Dominion, applicable to the said Railway. And the Lessors will allow the Lessees to use the Lessors' name, in any suit or proceeding in which it may be necessary to use the same in connection with the working of the Railway. But all costs, damages and expenses, which may arise from the use of the name of the Lessors, shall be borne and paid by the Lessees.

16. The Lessees shall be bound, at their own expense, to provide for the salary of an officer of the Lessors, who shall be the Secretary and Transfer-Clerk of the said Lessors, at the City of Montreal in the Province of Quebec, which Secretary and Transfer-Clerk shall be a person satisfactory to the Lessees. And the parties hereto covenant and agree that the office for the transfer and registration of the stocks and bonds of the Lessors, and of the said leased lines, shall be established at Montreal aforesaid, in the office to be provided for the Lessors; and that the chief place of business of the Lessors shall be established for the future at Montreal aforesaid. And in so far as the Lessors do not possess the requisite powers to enable them to remove their said office to Montreal, and to establish their transfer-office there, they hereby covenant and agree to apply for and endeavour to obtain, legislative authority for that purpose.

17. The Lessees shall protect the Lessors against any loss, damage or claim that may arise in working the traffic of the said Railway under the present lease, and shall do and perform all the acts, conditions, matters, and things which the Lessors are bound by their charter to do and perform,

in respect of the said Railway, and of the Government of Canada. And the Lessees shall bear and pay all the expense incurred in doing and performing all such acts, matters, and things, and in providing all matters and things required for the maintenance and operation of the Railway, in conformity with the laws of the Dominion of Canada.

18. The Lessees hereby assume all contracts entered into by the said Toronto, Grey and Bruce Railway Company, in relation to operating the traffic of the said last-mentioned Company's line, and of all rentals and charges in connection with any wharves, steamers, lands or other property or equipment used by, or service rendered to, the said Toronto, Grey and Bruce Railway Company, in connection with the operation of its line: the whole as more particularly set forth in the deed of lease of the Toronto, Grey and Bruce Railway Company to the Lessors hereinbefore referred to, and in the schedule thereto annexed.

19. In the event of non-payment of the rental hereby reserved, for the space of ninety days, after any instalment thereof shall fall due according to the terms hereof; or in the event of substantial failure to maintain, work, repair or operate the said Railway for the space of ninety days continuously after written demand; the present lease shall, at the option of the Lessors, become void; and the Lessees shall, in that event, yield up possession of the said Railway, and other the premises hereby leased, in good order and condition, as the same shall be delivered to them under the present lease.

20. Nothing in this indenture contained shall affect the rights of the creditors of the Lessors against them, or their rights or remedies against the property of the Lessors: all of which shall be and remain unaffected in any respect by the terms and conditions hereof.

In witness whereof the parties hereto have caused these presents to be executed in triplicate, and their respective seals to be attached hereto, at the times and places respectively set opposite the signatures of their executive officers.

FOR THE ONTARIO & QUEBEC RY. CO.

Executed by the Ontario and Quebec Railway Company at the City of Toronto, in the Province of Ontario, the Fourth day of January, 1884.

*EDM. B. OSLER,
President.*
*H. W. NANTON,
Sec.-Treas.*

FOR THE CANADIAN PACIFIC RY. CO.

Executed by the Canadian Pacific Railway Company at the City of Montreal, in the Province of Quebec, the Twenty-third day of January, 1884.

*GEO. STEPHEN,
President.*
*C. DRINKWATER,
Secretary.*

